



# CITY OF ALBANY, OREGON

## PARKS & RECREATION

Solicitation RFQ# 240107

Revised January 24, 2024

# REQUEST FOR QUOTATIONS

## FOR

# PORTABLE TOILET YEAR-ROUND MAINTENANCE SERVICES

**Issue Date:** Monday, January 22, 2024

**Due Date:** Tuesday, February 6, 2024, ~~2:30 p.m.~~ 3:00 p.m.  
(Pacific Time)

**Parks & Recreation Director**..... Kim Lyddane  
**Parks & Facilities Maintenance Manager** ..... Rick Barnett  
**Contracts & Procurement Officer** ..... Diane M. Murzynski, NIGP-CPP, CPPO, CPPB

For more information regarding this Request for Quotations,  
email [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov)

**CITY OF ALBANY, OREGON**  
**Portable Toilet Year-Round Maintenance Services**  
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## BIDDER'S SUBMITTAL CHECKLIST

Quotations must be received by the time and date designated in this Request for Quotations (RFQ). It is the responsibility of the Contractor to submit the quotation before the indicated deadline to the designated location. Quotations received in the procurement email repository after the designated closing time will be determined nonresponsive and will not be accepted. The City is not responsible for late or mishandled delivery.

Should the Contractor require assistance or an alternative method to submit a quotation other than email, Contractor must make such request by submitting an email to [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) 48 hours prior to the quotation submittal deadline.

If Contractor obtains these documents by means of a website, Plan Center, or electronic bulletin board, it is the responsibility of the Contractor to check for addenda prior to the quotation opening. To be notified of addenda, Contractor may email [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) and request to be added to the Plan Holder's list.

All Quotations should be submitted and received electronically in non-editable PDF format on City-provided forms, if applicable, that do not contain unauthorized alterations. The total size limit for each email submittal response must be less than 20 MB. An automated response will be generated back to the sender stating, "Proposal has been received by the City." If you do not receive a notification, you may contact Diane Murzynski at [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) or 541-917-7522. Vendors must submit responses within a reasonable amount of time before the quotation closing date and time to ensure timely email delivery.

The following shall be received to be considered responsive:

- Quotation (*Exhibit A*)
- Employee Drug and Alcohol Testing Program Certification (*Exhibit B*)
- Employee Background Check Program Certification (*Exhibit C*)
- Bidder's Declaration and Understanding (*Exhibit D*)
- Certification for Corporation or Independent Contractor (*Exhibit E*)
- Responsibility Certification (*Exhibit F*)
- Insurance Requirements (*Exhibit G*)
- Acknowledgement of addenda on Bidder's Declaration and Understanding, if applicable

**Other than what is listed above, it is not necessary to submit any additional pages with the Quotation.**



**CITY OF ALBANY, OREGON  
REQUEST FOR QUOTATIONS (RFQ)**

**Portable Toilet Year-Round Maintenance Services**

Quotations due by ~~2:30~~ p.m. **3:00 p.m.** (Pacific Time), Tuesday, February 6, 2024

Notice is hereby given that the City of Albany ("City") is requesting quotations from qualified Contractors to provide portable toilet year-round maintenance services. The term is for three years, beginning approximately April 1, 2024, with an option to extend the contract for two additional one-year terms.

Solicitation documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>, or examined at Albany City Hall, Finance Department, 333 Broadalbin Street SW, Albany, OR 97321, Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a \$35 charge to receive a printed copy of the documents. Please email [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) to be added to the Plan Holder's list.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. Contractors are solely responsible for checking the website to determine if addenda or clarifications have been issued. For project information, email Rick Barnett at [rick.barnett@albanyoregon.gov](mailto:rick.barnett@albanyoregon.gov) and Diane Murzynski at [diane.murzynski@albanyoregon.gov](mailto:diane.murzynski@albanyoregon.gov).

Quotation responses must be submitted to Diane Murzynski, in the Finance Department, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov), and received **not later than 2:30 p.m., 3:00 p.m. (Pacific Time), Tuesday, February 6, 2024**, or any extension of the time made by addendum. Submittals will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line should include the project name "Portable Toilet Year-Round Maintenance Services". Quotations received after the closing date and time will not be opened or reviewed. All Quotations will be valid for 90 days after opening unless otherwise specified.

The City may reject any Quotation not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all Quotations in whole or in part when the cancellation or rejection is in the best interest of the City and at no cost to the City.

DATED THIS 22nd DAY OF JANUARY 2024.

A handwritten signature in cursive script that reads "Diane M. Murzynski".

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer

Post: City of Albany Website, January 22, 2024

## SECTION 1 – SCOPE OF WORK

### 1.1 REQUIRED SERVICES

The current contract for portable toilet year-round maintenance services will expire March 31, 2024, and it is the City's intent to contract with a firm to provide portable toilet services on a year-round basis. The objective of requesting quotations is for the City to contract with a firm that provides the best service at a cost representing the best value to the City.

All units are to be modern, skid mounted plastic with instant hand sanitizers. Dates are approximate and may be subject to change. Please provide your cost for both the one-day per week service and the two-day per week service.

**One Day Per Week Service - October through May:** Portable toilets are to be serviced once per week. All portable toilets are to be serviced, without exception, every Friday.

**Two-Day Per Week Service - June through September:** Portable toilets are to be serviced two times per week. All portable toilets are to be serviced, without exception, every Friday and Monday.

More information about the City of Albany is available at <https://albanyoregon.gov>. City park locations and related information is available at [Albany park map \(albanyoregon.gov\)](https://albanyoregon.gov).

### 1.2 CONTRACT TERM

The contract will be for a period of three years with an option to extend the contract for two additional one-year terms. The term will begin approximately April 1, 2024, and run through March 31, 2027. If the City elects to renew the contract, a written notice will be provided a minimum of sixty (60) days prior to the expiration of the current contract of its intent to do so. Contract extensions will be for the same terms as the original agreement. Contractor shall begin work within seven (7) days after the notice to proceed has been issued.

### 1.3 PROJECT LOCATIONS

**Albany Skate Park**

1 Standard Unit

**Address: 1227 6<sup>th</sup> Ave SE**

Year Round

**Bryant Park Playground**

1 Standard Unit

1 ADA Unit

**Address: 801 Bryant Way SW**

May 1 – October 15

May 1 –October 15

**Bryant Park Lower Shelter**

1 Standard Unit

1 ADA Unit

**Address: 801 Bryant Way SW**

May 1 – October 15

May 1 – October 15

**Deerfield Park**

1 Standard Unit

**Address: 2627 Del Rio Ave SE**

April 1 – September 30

**Doug Killin Friendship Park**

1 ADA Unit

**Address: 4990 Deer Run St SW**

April 1- September 30

**Gibson Hill Park**

1 ADA Unit

**Address: 2880 Gibson Hill Rd NW**

Year Round

**Grand Prairie**  
1 Standard Unit

**Address: 2530 Grand Prairie Rd SE**  
October 1 – April 30

**Kinder Park**  
1 ADA Unit

**Address: 1326 Oak St SE**  
April 1 – September 30

**Lexington Park**  
1 Standard Unit

**Address: 3000 21st Ave SE**  
April 1 - September 30

**Lehigh Park**  
1 ADA Unit

**Address: 3100 17<sup>th</sup> Ave SE**  
April 1 - September 30

**Periwinkle Park**  
1 ADA Unit  
1 Standard Unit

**Address: 2298 21<sup>st</sup> Ave SE**  
April 1 – September 30  
Year Round

**Riverview Heights Park**  
1 ADA Unit

**Address: 1901 Crittendon NW**  
Year Round

**Simpson Park**  
1 ADA Unit

**Address: 778 Waverly Dr NE**  
Year Round

**Takena Landing**  
1 Standard Unit

**Address: US Hwy 30 & North Albany Rd**  
October 1 – April 30

**Takena Park**  
1 Standard Unit

**Address: 1101 Lawnridge St SW**  
April 1 – September 30

**Timber Linn Lake**  
1 Standard Unit  
1 ADA Unit

**Address: 3650 SE Dogwood SE (by lake)**  
Year Round  
Year Round

**Timber Linn Park**  
1 Standard Unit  
1 Standard Unit

**Address: 900 Price Rd (by soccer fields)**  
April 1 – September 30  
Year Round

**Waverly Lake Park Tunnel**  
  
1 Standard Unit

**Address: Lower Parking  
(East of Albany Ave - East tunnel entrance)**  
Year Round

**Marvin Gardens\***  
+ 2 Standard Unit

**Address: 9<sup>th</sup> St & Jackson**  
Year Round

\*Cleaning for Marvin Gardens will be two days per week

#### **1.4 CLEANUP OF WASTE MATERIALS AND RUBBISH**

The Contractor shall, at all times, be solely responsible for all expenses and keeping the property free from accumulations of waste material and rubbish caused by the Contractor's (and subcontractor's if applicable) employees or by the work. Accumulation of waste materials that might constitute a fire hazard shall not be permitted. Spillage from the Contractor's hauling vehicles on public or private roads shall be promptly cleaned up (within two (2) hours of incident). The Contractor shall, upon completion

of each day's work, remove all rubbish and waste material resulting from daily operations at Contractor's expense. Recycling methods shall be utilized whenever possible.

### **1.5 CONTRACTOR'S EMPLOYEES**

All personnel employed by the Contractor must present a neat appearance and be courteous. The Contractor must wear or provide identification so individual is readily identifiable as an employee of the Contractor. Contractor's employees shall not represent to anyone they are an employee of the City of Albany. The Contractor will utilize employees and subcontractors, if applicable, who can perform the work described in the scope of services.

### **1.6 COMPLAINTS**

When a complaint is received, the Contractor shall investigate and resolve the complaint with the complainant within 24 hours and then notify the Parks & Facilities Maintenance Manager of the action taken on the next scheduled workday.

### **1.7 EMERGENCY CALL OUT**

Contractor shall provide 24-hour emergency response to the Parks & Facilities Maintenance Manager or designee within approximately two hours from the City's "call-out" request to the Contractor in the case of an emergency situation.

### **1.8 CERTIFICATION OF DRUG AND ALCOHOL TESTING AND BACKGROUND CHECK PROGRAMS**

Contractor must provide assurance that Contractor conducts background checks upon employment and as needed or if an employee assignment should change, that include driving record and criminal record, in all states that the assigned employee has resided. Assigned employees must have background check results acceptable to the Parks & Facilities Maintenance Manager prior to the employee start date at City facilities. Contractor may be required to provide additional background checks should City make a request due to a public concern. Contractor must certify they have an Employee Background Check Program in place. City reserves the right to audit background check reports periodically for compliance.

Contractor must provide assurance that Contractor has an Employee Drug and Alcohol Testing Program and conducts random drug and alcohol testing for employees no less frequently than annually. Contractor's assigned employees must successfully pass a minimum 12-panel urine drug test prior to providing services to the City. Contractor may be required to provide additional testing should City make a request due to a public concern.

Contractor must provide to the Parks & Facilities Maintenance Manager the drug and alcohol test results and background check information for review and discretionary approval prior to working for the City.

### **1.9 CITY REPRESENTATIVE OR CONTRACT ADMINISTRATOR**

The City's Representatives shall have full authority to act on behalf of the City with respect to administration of the provisions of this contract, including the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The representatives shall also have authority to reject all work that does not conform to the contract documents. The City Representative will be Rick Barnett, Parks & Facilities Maintenance Manager, [rick.barnett@albanyoregon.gov](mailto:rick.barnett@albanyoregon.gov) or designee.

Upon contract implementation and acceptance, the City Representative will oversee payment reconciliation and contract oversight. The City's Representative shall observe, monitor, and inspect the work to the extent required to determine the provisions of the contract are being properly fulfilled. The inspection of the work completed shall not relieve the Contractor of his/her obligation to perform acceptable work in conformance with these contract documents.

#### **1.10 INCREASE OR DECREASE IN SERVICES BY CHANGE ORDER**

The City may request the Contractor to provide additional work and perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance, contracted for, provided, and billed separately to the City on a pre-arranged basis.

The City shall have the option to increase or decrease services and may request Contractor to provide additional work and perform special projects for the City. All change orders to the contract will be negotiated, in the form of an amendment to the contract, and mutually agreed upon. The amendment will represent a proportional adjustment to the contract price resulting from the increase or decrease in the scope of work. The amendment shall be executed by both parties.

#### **1.11 FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENTS**

The resulting contract will be a fixed price contract with an economic price adjustment once annually after the initial three-year term at the request of the Contractor. Any change in pricing will be subject to a maximum increase in any one year for the period ending three (3) months prior to the first day of the contract term, or three (3) percent, whichever is lower, as posted in the U.S. Labor Statistics CPI-W, All Items, <https://bls.gov/cpi/latest-numbers.htm>.

In times of extreme and unforeseen market volatility, the City may negotiate "temporary" price adjustments with the Contractor. As a result of the unexpected cost increases, the City reserves the right to annually request an equitable reciprocal adjustment to pricing should prices trend downward.

Contractor shall be required to provide the driving cost component in the price increase request and will be required to provide supporting evidence on the basis of the increase, such as rates reflected on the PPI or CPI, and the Contractor's cost data.

#### **1.12 INDEPENDENT CONTRACTOR (ORS 670.600)**

The Contractor shall provide all labor, equipment, material, and supervision necessary to perform the scope of services described in this RFQ. The parties intend that Contractor, in performing the services specified in this contract, shall act as an Independent Contractor, and shall have control of the work and the manner in which it is performed. Contractor is not considered an agent or employee of the City of Albany and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits the City of Albany provides its employees.



### **1.13 INVOICES**

All invoices must be submitted, in writing and given by mail or email to:

City of Albany

Attn Accounts Payable

P.O. Box 945, Albany, Oregon 97321

[Accountspayable@albanyoregon.gov](mailto:Accountspayable@albanyoregon.gov)

Please submit a courtesy copy to Melissa Kemmer at [melissa.kemmer@albanyoregon.gov](mailto:melissa.kemmer@albanyoregon.gov).

And when so addressed, will be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, bills will be deemed given at the time of actual delivery.

## SECTION 2 – PROCUREMENT REQUIREMENTS

### 2.1 ISSUING OFFICE AND SUBMITTAL ADDRESS

The City Contracts and Procurement Officer will issue the Request for Quotations document and will be the sole point of contact regarding procurement and contracting processes.

Submittal Address:

City of Albany  
Finance Department  
Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer  
P.O. Box 490, Albany, OR 97321

Quotation responses must be submitted to [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov).

### 2.2 RFQ SCHEDULE

The City anticipates the following general timeline for receiving quotations and selecting a Contractor. The timeline listed below may be changed if it is in the City's best interest to do so.

RFQ Issued	January 22, 2024
Last Day for Questions	January 31, 2024, 12:00 p.m.
Last Day for Addenda	February 1, 2024, 2:00 p.m.
Quotations Due	February 6, 2024, <del>2:30 p.m.</del> 3:00 p.m.
Contract Award and Execution	February 15, 2024
Contract Begins	April 1, 2024

### 2.3 PROCUREMENT SOURCING METHOD AND FUNDING

The City will use a procurement and source selection method, Request for Quotations, (RFQ) pursuant to ORS 279B.070. No federal grant funds will be used for this procurement.

### 2.4 CHANGES TO THE SOLICITATION DOCUMENTS BY ADDENDA

The City of Albany reserves the right to make changes to the RFQ by written addenda that will be made available to all interested Bidders that are known by the City.

### 2.5 RECIPROCAL PREFERENCE LAW

Oregon's reciprocal preference law, ORS 279A.125, requires public contracting agencies, in determining the lowest responsible bidder, to add a percent increase to each out-of-state bidder's quotation which is equal to the percent of preference given to local bidders in the bidder's home state. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the nonresident bidder's state gives preference to in-state bidders and the amount of such preference. For details, check Oregon's Reciprocal Preference Law at <https://naspo.org/reciprocity1>. Bidders in need of assistance in the application of this law should contact the State Procurement Office: State of Oregon, Department of Administrative Services, State Procurement Office, 1225 Ferry Street SE, U-140, Salem, OR 97301-4285. Phone: 503-378-4642.

## **2.6 AWARD OF CONTRACT**

The Contract, if awarded, will be awarded to the lowest responsive, responsible Bidder, as determined by the City of Albany, based on the City's sole and absolute judgment to best serve its interest taking into account price, as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and Contractor responsibility under ORS 279B.110.

The City has the right to reject all quotes not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all quotes in whole or in part when the cancellation or rejection is in the best interest of the City.

## **2.7 INSURANCE REQUIREMENTS**

The Contractor must meet the requirements outlined in the Standard Terms and Conditions Agreement, Section VII, Insurance Requirements. The Contractor must be covered by commercial general liability, automobile liability, pollution liability, and workers' compensation insurance which will extend to and include work in Oregon. If the Contractor is exempt from workers' compensation, the Contractor shall indicate it on the Insurance Requirements form.

## **2.8 AGREEMENT**

The Successful Bidder will be required to sign an agreement to deliver to the City at the cost proposed, providing the scope of services and conditions set forth herein. It is the City's intent to award an Agreement in substantially the form of the Sample Agreement attached to this RFQ document.

## **2.9 NOTICE TO PROCEED**

Work under the Agreement may not begin until the Notice to Proceed has been issued. The City will issue the Notice to Proceed after execution of the contract. The Notice to Proceed will state the date work under the Agreement will begin.

## EXHIBIT A – QUOTATION

### PORTABLE RESTROOM UNITS:

Portable Restroom Units Type	One-Day per Week <i>October - May</i> FRIDAY ONLY <i>Monthly Charge<sup>1</sup></i>	Two-Day per Week <i>June - September</i> FRIDAY & MONDAY <i>Monthly Charge<sup>1</sup></i>	Delivery Charge <sup>1</sup>	Extra Service Charge <sup>1</sup>
Standard Unit	\$	\$	\$	\$
ADA Unit	\$	\$	\$	\$
Portable Trailer Unit <sup>3</sup>	\$			
<b>Total Monthly Cost</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

### FEES FOR DAMAGES AND INSURANCE:

Damage Repair, Replacement, and Insurance Fees, if applicable	Cost to Repair <sup>1</sup>	Cost to Replace <sup>1</sup>	Insurance <sup>1,2</sup>
Standard Unit	\$	\$	\$
ADA Unit	\$	\$	\$
Cost per Occurrence Total	\$	\$	
<b>Total Monthly Cost</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<sup>1</sup> City will award a contract based on the overall lowest cost of all categories listed: monthly charges, delivery charges, extra service charge, cost to repair, cost to replace, insurance, and costs for additional units. Contractor must be available and have the capacity to provide City with the required services. See Attachment A for service areas.

<sup>2</sup> Cost for insurance should be provided due to potential vandalism.

<sup>3</sup> Portable trailer units are owned by City.

Quotation must be complete. If a cost is not applicable, please use n/a.

**ADDITIONAL UNITS:**

Equipment <sup>1</sup>	Cost Per Unit <sup>1</sup>	Extra Service (Weekends) <sup>1</sup>
Standard Event Units	\$	\$
ADA Event Units	\$	\$
Sinks	\$	\$

**Additional equipment shall be bid to be responsive. City may require additional units from time to time.**

**All Quotes are valid for 90 days.**

*I hereby certify that the undersigned is authorized to represent the firm stated below, and empowered to submit this Quotation and if selected, agrees to furnish all services in accordance with the RFQ and addenda. In addition, all City of Albany project requirements, including insurance, and bonds (if applicable), have been reviewed and are incorporated in this Quotation.*

Contractor Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact's Name (please print) \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT B - EMPLOYEE DRUG AND ALCOHOL TESTING PROGRAM CERTIFICATION

The City of Albany requires that Bidders demonstrate and disclose that they have an Employee Drug and Alcohol Testing Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirms that, as the proposed Contractor for the City of Albany's **Portable Toilet Year-Round Maintenance Services**, that he/she/they has an Employee Drug and Alcohol Testing Program in place. City requires assurance that the Contractor conducts random drug and alcohol testing for employees no less frequently than annually and assigned employees have successfully passed a minimum 12-panel drug test to satisfy the intent of this certification and the above legislation.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT C - EMPLOYEE BACKGROUND CHECK PROGRAM CERTIFICATION

Bidders shall demonstrate and disclose to the City of Albany that he/she/they has an Employee Background Check Program in place before a public contract can be awarded.

Therefore, by signing this Certification, the Bidder does hereby certify and confirms that, as the proposed Contractor for the City of Albany's, **Portable Toilet Year-Round Maintenance Services**, that he/she/they has an Employee Background Check Program in place.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **EXHIBIT D – BIDDER’S DECLARATION AND UNDERSTANDING**

The undersigned Bidder declares that the requirements of the Request for Quotation have been carefully examined; the Bidder is satisfied as to the services requested, quantities of materials, items of equipment and conditions or work involved, including the fact that the description of the quantities of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of this RFQ; and the Bidder’s quotation is made according to the provisions and under the terms of this RFQ.

By submitting a Quote, the Bidder agrees to comply with the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964; Executive Order 11246, (as amended); Fair Employment Practices; Equal Employment Opportunity Act; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans’ Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); Oregon Revised Statutes (ORS); and all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

The Oregon Business Development Department, through the Certification Office for Business Inclusion and Diversity, is the sole agency that may certify enterprises and businesses as disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses that are eligible to perform public contracts in this state. By submitting a quote, the Bidder specifically certifies, under penalty of perjury, that the Bidder has not discriminated against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

The undersigned Bidder hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, potential Bidder, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Bidders or potential Bidders, or to secure through any unlawful act an advantage over other Bidders or the City. The fees, prices, and Response submitted herein have been arrived at in an entirely independent and lawful manner by the Bidder without consultation with other Bidders or potential Bidders or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Bidders or potential Bidders on the part of the Bidder, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Offers received in response to an intermediate procurement conducted pursuant to ORS 279B.070 are identical if the offers equally best serve the interests of the City in accordance with 279B.070(4). If the City determines that one or more bids are identical, the City will award a contract in accordance with the procedures set forth in OAR 137-046-0300. Tiebreaker preference for identical quotes will be awarded on the following order of precedence: 1) Goods and services manufactured, produced or to be performed in Oregon, and 2) Drawing lots among the identical Offers. The City will provide the Bidders who submitted the identical bids notice of the date, time, and location of the drawing of lots and an opportunity for these Bidders to be present when the lots are drawn.



The Bidder covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, as though each obligation or condition were set forth fully herein. Furthermore, the Bidder agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to the City of Albany for projects of the type in question, including Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts, if applicable, and if federal funding is used.

By submitting a Response to this solicitation, Bidder agrees that any terms and conditions stated within any Agreement awarded as a result of this solicitation will include the following laws of the State of Oregon and are hereby incorporated by reference into the Agreement: ORS 279B.220, 279B.225, and 279B.230.

As required by ORS 279B.235, Bidder must comply with ORS 652.220 and will not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character based on an employee's membership in a protected class. Bidder's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause. Bidder may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

The Bidder further certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Bidder, and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628. Bidder agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of the City's obligation to make payment. If the Bidder fails to complete and return the W-9 to the City, payment to Bidder may be delayed, or the City may, in its discretion, terminate the Contract.

The City may reject all bids not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of the City. The City will award a contract to the Bidder whose bid will best serve the interests of the City, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and Contractor responsibility under ORS 279B.110.

Bidder understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that they could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. BIDDER KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for Bidder's participation.

Bidder certifies that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, local, or state department or agency.

The Bidder and each person signing on behalf of the Bidder certifies they do not have a personal or organizational conflict of interest. Bidder certifies they have not participated in drafting the scope of work or writing specifications required for the project. In the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary is payable in whole or in part by the City, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. Neither Bidder nor Bidder's principals or governing body are involved in any current or pending litigation that would be construed as a conflict of interest.

Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing the City's biennial budget will include in the budget for each fiscal year the amount of the city financial obligation payable in such year and the City Manager or such other officer will use his/her/their best efforts to obtain the annual appropriations required to authorize said payments.

**Work Furnished** The undersigned hereby submits this Response to furnish all work, services, systems, materials, equipment, and labor as indicated herein, and agrees to be bound by all related contract documents.

**Public Record** Bidder agrees that bid documents may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

**Disadvantaged Business Enterprises (DBE)** (check applicable box):  Yes  No **Type of DBE** \_\_\_\_\_

**Reciprocal Preference Law** – Residency (check one box)  Resident Bidder (Oregon)  Non-Resident Bidder

**Addenda Acknowledgement** – No. \_\_\_ Dated \_\_\_\_\_ No. \_\_\_ Dated \_\_\_\_\_ No. \_\_\_ Dated \_\_\_\_\_

**Signature Block**

*The undersigned hereby certifies that the information contained in these certifications and representations are accurate, complete, and current.*

Contractor Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact's Name (please print) \_\_\_\_\_ Tax ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT E – CERTIFICATION FOR CORPORATION OR INDEPENDENT CONTRACTOR**

**A. Contractor is a Corporation, Limited Liability Company, or a Partnership**

*I certify under penalty of perjury that Contractor is a (check one):*

- Corporation       Limited Liability Company       Partnership       Nonprofit Corporation  
authorized to do  
business in the State of  
Oregon

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

**B. Contractor is a Sole Proprietor Working as an Independent Contractor**

*Contractor certifies under penalty of perjury, that the following statements are true:*

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the City to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide the services.
4. Contractor is customarily engaged in providing services as an independent business.
5. Contractor is customarily engaged as an Independent Contractor if at least three of the statements in "C" below are true.

---

**C. Independent Contractor**

*You must check at least three to establish that you are an Independent Contractor.*

- A. Contractor's services are primarily carried out at a location that is separate from Contractor's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and to fire such persons.

Contractor Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT F –RESPONSIBILITY CERTIFICATION

Failure to complete and sign this form may result in the rejection of the submitted offer. The Bidder will notify Procurement within 30 days of any change in the information provided on this form. Bidder must check all applicable boxes to reflect compliance.

***The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:***

- Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by and federal, state, or local entity, department or agency;
- Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
- Have, within a five-year period preceding the date of this certification had a judgment entered against Contractor or its principals arising out of the performance of a public or private contract;
- Have pending in any state or federal court any litigation in which there is a claim against Contractor or any of its principals arising out of the performance of a public or private contract; and
- Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

***The Bidder certifies to the best of its knowledge that:***

- Contractor is registered to do business in the State of Oregon.
- Contractor can perform the work as indicated in the RFQ for the Contract Term.
- Contractor has experience with similar projects and has a satisfactory record of performance.
- Contractor has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or can obtain the resources and expertise necessary to meet all contractual responsibilities.
- Contractor has not been debarred or suspended by any federal, state, or local agency; Contractor is not listed on the State of Oregon's Ineligible Contractor's list; Contractor is not listed on the SAM Exclusion list (federal funding requirement).

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

*(notarization is not required)*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## EXHIBIT G –INSURANCE REQUIREMENTS

Contractor must at all times maintain in force at Contractor's expense the insurance noted below. Evidence of Insurance must be provided with a Quotation. Coverages underlined AND marked with an "X" as "Required" are mandatory.

**Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption below with qualified reasons for exemption, ORS 656.027.** Out-of-state Contractors with one or more employees working in Oregon in relation to this Contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126. If Contractor is exempt, provide qualified reason in the Introductory Letter.  Check this box if Contractor is exempt and provide qualified reason: \_\_\_\_\_

**Professional Liability** insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **The combined single limit per occurrence shall not be less than \$2,000,000. The annual aggregate limit shall not be less than \$2,000,000.** If coverage is on a claims-made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide **Tail Coverage**.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Commercial General Liability** insurance with coverage satisfactory to the City on an occurrence basis. **The combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$3,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis"**. A combination of primary and **Excess Liability or an Umbrella insurance policy** may be used to meet the required limits of insurance.

- If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$2,000,000 per occurrence and \$3,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.  
 If this box is checked, the limits shall be \$10,000,000 per occurrence and \$10,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Automobile Liability** covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability insurance (with separate limits). **The combined single limit per occurrence shall not be less than \$2,000,000.** Use of Personal Automobile Liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

- If this box is checked, the limit shall be \$1,000,000 per occurrence.  
 If this box is checked, the limit shall be \$2,000,000 per occurrence.  
 If this box is checked, the limit shall be \$5,000,000 per occurrence.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Pollution Liability** covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. If this coverage is on a claims-made basis, the policy must provide a 24-month extended reporting period. **Coverage must have a limit of not less than \$2,000,000 per incident/claim and \$2,000,000 policy annual aggregate.**

- If this box is checked, the limits shall be \$2,000,000 per incident/claim and \$2,000,000 in annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Cyber Liability - Technology Errors & Omissions & Network Information Security & Privacy Liability** for the duration of the contract and for the period of time in which Contractor (Business Associates or subcontractors) maintains, possesses, stores, or has access to City data. **Coverage must include limits of not less than \$5,000,000.**

- If this box is checked, the limits shall be \$2,000,000 per occurrence/claim and \$2,000,000 annual aggregate.  
 If this box is checked, the limits shall be \$5,000,000 per occurrence/claim and \$5,000,000 annual aggregate.  
 Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Garage Keepers' Legal Liability** - Coverage for vehicles, including equipment and contents left in vehicles during unhooking, storage, repairs, maintenance, or safekeeping. **Coverage must include a \$500,000 combined single limit per location.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Garage Liability** - Coverage for vehicles driven during storage or safekeeping. **The combined single limit per occurrence shall not be less than \$2,000,000.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

**Excess Liability or Umbrella Insurance Policy** - A combination of primary and Excess Liability or an Umbrella Insurance coverage policy may be used to meet the limits of insurance required by the City. The Contractor must indicate such on the certificate of insurance or within the endorsements.

**Sexual Abuse and Molestation** - If coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage is required. **Coverage must be not less than \$1,000,000 per claim, incident or occurrence and \$2,000,000 in the aggregate.**

- Required by City       Not Required by City (Needs Finance Insurance Review and Approval.)

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or City approval. Contractor's coverage will be primary in the event of loss and state the deductible or retention level. The Contractor shall provide a current Certificate of Insurance and renewal upon expiration of any of the required coverages. Contractor shall immediately notify the City of any change in insurance coverages.

**Deductible or Self-Insured Retention (SIR)** - Contractor must provide a Bondability letter with Quotation should SIR apply to insurance coverage(s), and any deductible or SIR must be declared to and approved by the City before contract award. Contractor is required to procure a Letter of Credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses, or reduce or eliminate such deductible or SIR as respects to City, its officers, employees and agents.

**Additional Insured** - City must be included by name as an Additional Insured by endorsement for any General Liability policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

**Description of Operations** - Shall state: "Project Name: The City of Albany, its officers, employees, and agents are additional insureds with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance, (include the number). This form is subject to policy terms, conditions, and exclusions." A copy of the endorsement shall be attached to the Certificate of Liability Insurance. The Contractor shall provide complete copies of insurance policies if requested by the City.

**Certificate Holder - Shall be listed as: City of Albany, P.O. Box 490, Albany, OR 97321.**

**Insurance Renewals** - Certificate(s) of Insurance renewals shall be emailed to City of Albany, Finance Dept., Diane Murzynski, at [insurance@albanyoregon.gov](mailto:insurance@albanyoregon.gov).

***The Contractor certifies that he/she/they will comply with the City's insurance requirements.***

**Signature Block:**

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

**ATTACHMENT A – *SAMPLE CONTRACT***  
**STANDARD TERMS AND CONDITIONS**

**AGREEMENT TO FURNISH PORTABLE TOILET YEAR-ROUND MAINTENANCE SERVICES  
TO THE CITY OF ALBANY, OREGON**

**ARTICLE I: SCOPE**

For consideration set forth in Article V of this Agreement, the firm of \_\_\_\_\_, hereinafter referred to as (“CONTRACTOR”), agrees to provide Portable Toilet Year-Round Maintenance Services, including related equipment, as defined in the Request for Quotations, to the City of Albany, Oregon, a municipal corporation, hereinafter referred to as (“CITY”).

The contract term shall be for three years, commencing April 1, 2024, and ending March 31, 2027, with an option to extend the contract two additional one-year terms.

This Agreement incorporates all these Standard Terms and Conditions, the promises, representations, and obligations set forth in the following Order of Precedence: Contract Amendments, City Standard Terms and Conditions, Addenda and Clarifications, Request for Quotations, including Exhibits, Attachments, and Appendices, and Bidder’s Response.

CITY will assist CONTRACTOR by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein. In the event of a conflict between the attachment(s) and this document, the terms of this document will control. Unless modified in writing as set forth in Article IV by the parties hereto, the duties of CONTRACTOR and CITY will not be construed to exceed those services and duties specifically set forth in this Agreement.

In consideration of the mutual promises contained herein, it is agreed to as follows, and is effective upon its execution by and between both parties hereto.

**ARTICLE II: RESPONSIBILITIES OF CONTRACTOR**

- A. Notice to Proceed. CONTRACTOR will not begin work on any of the duties and services listed in Article I until execution of the contract and receipt of a Notice to Proceed from City. Authorization to proceed with additional services not defined in Article I will be in the form of an amendment as defined in Article IV.
- B. Scope of Service. CONTRACTOR agrees to provide goods and services as defined in this RFQ, to the satisfaction of CITY.
- C. Level of Competence. CONTRACTOR will provide services with the degree of skill and diligence normally employed by other suppliers performing the same or similar services at the time the services are performed and other work products furnished under this agreement. CONTRACTOR must, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent. CONTRACTOR will demonstrate the ability to meet or exceed all federal, state, and local laws, codes, and regulations.

- D. Key Personnel. \_\_\_\_\_ will serve as the lead CONTRACTOR to the City of Albany for the goods and/or services described under the terms of this Agreement. Any change in the designation of this role must be approved by CITY.
- E. Documents/Work Products Produced. CONTRACTOR agrees that all documents and work products produced by CONTRACTOR in the fulfillment of its obligations under this Agreement, and all information, documents and material, gathered or compiled in meeting those obligations, will be considered property of CITY, with an unlimited, royalty free license for CITY use, and will be provided to CITY upon completion of this Agreement or termination of the Agreement pursuant to Article XI.
- F. Compliance with Law. CONTRACTOR covenants and agrees to comply with all of the obligations and conditions applicable to public contracts of this type pursuant to ORS Chapter 279 A and B as though each obligation or condition were fully set forth herein. In addition, CONTRACTOR covenants and agrees that in the performance of its duties hereunder, it will comply with all other state and federal requirements applicable to contracts of this type. If any provision of this Agreement will be deemed to be not in compliance with any statute or rule of law, such provision will be deemed modified to ensure compliance with said statute or rule of law.
- G. Oregon Workers' Compensation Law. CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers unless such employers are exempt under ORS 656.126. CONTRACTOR must ensure that each of its subcontractors complies with these requirements.
- H. Record Retention and Review. CONTRACTOR must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records will be subject during regular business hours of CONTRACTOR to inspection, review, or audit by personnel duly authorized by CITY upon reasonable advance written notice from CITY to CONTRACTOR. CONTRACTOR will retain all records related to this Agreement for six (6) years following the date of final payment or completion of any required audit, whichever is earlier, and make them available for inspection by persons authorized under this provision. CONTRACTOR will be responsible for any audit exceptions or disallowed costs incurred by CONTRACTOR or any of its subcontractors.
- I. Oregon Consumer Information Protection Act. CONTRACTOR, and any of its subcontractors, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.
- J. Taxpayer Identification Number. CONTRACTOR agrees to complete a Request for Taxpayer Identification Number and Certification (W-9) as a condition of CITY's obligation to make payment. If CONTRACTOR fails to complete and return the W-9 to CITY, payment to CONTRACTOR may be delayed, or CITY may, in its discretion, terminate the Contract.
- K. ACH Direct Payment Authorization. CITY prefers to pay CONTRACTOR invoices via electronic funds transfers through the Automated Clearing House (ACH) network. To initiate this more timely, efficient, and secure payment method, CONTRACTORS must complete the CITY's



ACH Vendor Direct Payment Authorization. This form is available at [https://albanyoregon.gov/eft\\_form](https://albanyoregon.gov/eft_form). Information provided on the form is exempt from public records disclosure under ORS 192.345(27).

- L. Pay Equity Compliance. As required by ORS 279B.235, CONTRACTOR must comply with ORS 652.220 and will not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles CITY to terminate this Agreement for cause.

Contracts valued at \$500,000 with Contractors that have 50 or more employees are required to complete Pay Equity Training through the State of Oregon's Department of Administrative Services, at <https://oregon.gov/PayEquity.aspx>, and submit a certificate as proof before awarded a contract. CONTRACTOR certifies that they have taken the required Pay Equity Training and have provided a certificate to the CITY.

- M. Preference for Recycled Materials. As required by ORS 279A.125, CONTRACTOR will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five (5) percent.

- N. Compliance with Tax Laws. CONTRACTOR certifies that they have authority and knowledge regarding the payment of taxes, and that to the best of their knowledge, are not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

- O. Communicable Diseases. CONTRACTOR understands the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies that exist, and it is impossible to eliminate the risk that CONTRACTOR could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. CONTRACTOR KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS and assumes all full responsibility for CONTRACTOR's participation.

- P. Debarment and Suspension. CONTRACTOR, its subcontractors, if any, will certify that during the term of an award of contract by City resulting from this procurement process, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local or federal department or agency, or the State of Oregon. CONTRACTOR will not utilize subcontractors that have been debarred by any local or federal department or agency, or the State of Oregon.

- Q. Conflict of Interest. CONTRACTOR will prohibit any employee, governing body, subcontractor, volunteer, or organization from participating in this contract if the person(s) or entity has an actual or potential conflict of interest with regards to the funding provided under this

agreement. CONTRACTOR must disclose in a timely manner and in writing to CITY all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting funds provided under the agreement. Neither CONTRACTOR nor CONTRACTOR's principals or governing body shall be involved in any current or pending litigation that will be construed as a conflict of interest in the CITY's sole discretion.

### **ARTICLE III: RESPONSIBILITIES OF CITY**

- A. Authorization to Proceed. CITY will authorize CONTRACTOR upon execution of the contract to start work on any of the services defined in Article I.
- B. Access to Records, Facilities, and Property. CITY will comply with reasonable requests from CONTRACTOR for inspection or access to CITY's records, facilities, and properties by providing any and all information within its possession or control that may be reasonably helpful in the performance of the services provided herein.
- C. Timely Review. CITY will examine all studies, reports, specifications, proposals, and other documents presented by CONTRACTOR, obtain advice of an attorney, accountant, auditor, risk consultant and any other Contractors as CITY deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as not to unreasonably delay the services of CONTRACTOR.

### **ARTICLE IV: MODIFICATIONS**

CITY or CONTRACTOR will not make modifications to the attached Agreement or these Standard Terms and Conditions except in writing as an amendment to the agreement. Said modifications will be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements will not be binding, and no further compensation will be allowed for any work performed.

### **ARTICLE V: COMPENSATION**

CITY agrees to pay for the goods and services procured in Article I in accordance with the compensation provisions described in this Agreement and set forth in the Quotation, Exhibit A.

Invoices shall be directed to the City of Albany, Attention: Accounts Payable, P.O. Box 490, Albany, OR 97321. Invoices may be emailed to [accountspayable@albanyoregon.gov](mailto:accountspayable@albanyoregon.gov).

If payment is not made within 30 days, interest on the unpaid balance will accrue beginning on the 31st day at the rate of one percent (1%) per month or the maximum interest rate permitted by law, whichever is less. Such interest is due and payable when the overdue payment is made, unless delay in payment is due to a contested billing. CITY has the right to appeal or ask for clarification on any CONTRACTOR billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested will be withheld, and the undisputed portion will be paid in accordance with this Article V.

Notwithstanding anything in this Agreement to the contrary, CITY's obligation to pay money beyond the current fiscal year will be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other Officer charged with the responsibility for preparing CITY's biennial budget must include in

the budget for each fiscal year the amount of the CITY financial obligation payable in such year and the City Manager or such other Officer will use his/her best efforts to obtain the annual appropriations required to authorize said payments.

**ARTICLE VI: INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from the negligent or intentional acts, errors, or omissions of CONTRACTOR, its officers, employees, volunteers, subcontractors, or agents.

**ARTICLE VII: INSURANCE**

Before the Agreement is executed and work begins, CONTRACTOR must furnish CITY a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by CITY. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days prior written notice given to City. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

**A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.
2. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.
3. Pollution Liability: Insurance on an occurrence or claims made basis with 24 month extended reporting period, if applicable to this project.
4. Workers’ Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.

**B. Minimum Limits of Insurance**

CONTRACTOR must maintain limits no less than:

1. Commercial General Liability     \$2,000,000 Each Occurrence  
   \$2,000,000 Personal Injury  
   \$3,000,000 General Aggregate  
   \$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a “per project basis”. A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance.

2. Automobile Liability:                     \$2,000,000 Per Occurrence

- |                         |   |
|-------------------------|---|
| 3. Pollution Liability: | \$2,000,000 Per incident/Claim<br>\$2,000,000 Annual Aggregate                                  |
| 4. Employers Liability: | \$1,000,000 Each Accident<br>\$1,000,000 Disease Aggregate<br>\$1,000,000 Disease Each Employee |

**C. Insurance Requirements for Subcontractors and Volunteers**

Should CONTRACTOR subcontract any part of the Contract, CONTRACTOR will require those subcontractors or affiliates, if not covered under CONTRACTOR’s insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above. Should CONTRACTOR use volunteers for any part of the Contract, CONTRACTOR should include volunteer under CONTRACTOR’s insurance policy and shall require volunteers or volunteer’s legal guardian, when applicable, to sign a waiver of liability.

**D. Deductibles and Self-Insured Retentions (SIR)**

Any deductible or self-insured retention must be declared to and approved by CITY. At the option of CITY, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects CITY, its officers, employees and agents; or CONTRACTOR will procure a letter of credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to CONTRACTOR’s or any subcontractor’s activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.
2. Any failure to comply with reporting provisions of the policies must not affect coverage provided to CITY, its officers, employees, or agents.
3. Workers’ Compensation and Employers Liability Coverage – The insurer must agree to waive by endorsement, all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by CONTRACTOR for CITY.

**F. Excess or an Umbrella Insurance Policy**

A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

**ARTICLE VIII: ASSIGNMENT**

This Agreement is to be binding upon the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No

assignment of this Agreement will be effective until the assignee assumes in writing the obligations of the assigning party and delivers such written assumption to the other original party to this Agreement.

Use of subcontractors by CONTRACTOR or subsidiary or affiliate firms of CONTRACTOR for technical or professional services will not be considered an assignment of a portion of this Agreement, and CONTRACTOR will remain fully responsible for the work performed, whether such performance is by CONTRACTOR or subcontractors. No subcontractors will be used without the written approval of CITY. Nothing herein will be construed to give any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

#### **ARTICLE IX: INTEGRATION**

These terms and conditions and the attachments represent the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing as specified in Article IV.

#### **ARTICLE X: SUSPENSION OF WORK**

CITY may suspend, in writing, and without cause, all or a portion of the work under this Agreement. CONTRACTOR may request that the work be suspended by notifying CITY, in writing, of circumstances that are interfering with the progress of work. CONTRACTOR may suspend work on the project in the event CITY does not pay invoices when due. The time for completion of the work will be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article XI.

#### **ARTICLE XI: EARLY TERMINATION OF WORK**

- A. CITY may terminate this Agreement for convenience at any time for any reason deemed appropriate in its sole discretion. Termination is effective immediately upon notice of termination given by CITY.
- B. Either party may terminate this Agreement in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination must give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 calendar days, the party seeking termination may terminate immediately by giving written notice that the Agreement is terminated.
- C. If no notice of termination is given, relationships and obligations created by this Agreement will be terminated upon completion of all applicable requirements of this Agreement.

#### **ARTICLE XII: REMEDIES AND PAYMENT ON EARLY TERMINATION**

- A. If CITY terminates pursuant to Article XI(A), CITY will pay CONTRACTOR for work performed in accordance with the Agreement prior to the termination date. No other costs or loss of anticipated profits will be paid.

- B. If CITY terminates pursuant to Article XI(B), CITY is entitled all remedies available at law or equity. In addition, CONTRACTOR must pay CITY all damages, costs, and sums incurred by CITY as a result of the breach.
- C. If CONTRACTOR justifiably terminates the Agreement pursuant to Article XI(B), CONTRACTOR's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits will be paid.
- D. If CITY's termination under Article XI(B) above was wrongful, the termination will be automatically converted to one for convenience and CONTRACTOR will be paid as if the Agreement was terminated under Article XI(A).
- E. In the event of early termination, CONTRACTOR's work product before the date of termination becomes property of CITY.
- F. In the event of termination, CONTRACTOR must perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work must not exceed 10 percent (10%) of the time expended on the terminated portion of the project prior to the effective date of termination. CONTRACTOR will be compensated for work actually performed prior to the date of termination plus work required for filing and closing as described in this Article.
- G. Upon termination, CONTRACTOR must provide to CITY all work products, material, documents, etc., gathered or compiled, related to the project, whether in CONTRACTOR's possession at the time of termination or received later.

**ARTICLE XIII: NOTICES**

All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party must be in writing and will be served upon the other party by personal service, by facsimile transmission, email followed by mail delivery of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, or by postage prepaid. Notices must be addressed as follows:

City:

M. Sean Kidd  
 City Attorney  
 260 Ferry Street SW, Suite 202  
 Albany, Oregon 97321  
[sean@longdel.com](mailto:sean@longdel.com)

With copy to:

City of Albany  
 Attn: Peter Troedsson, City Manager  
 P.O. Box 490  
 Albany, Oregon 97321  
[peter.troedsson@albanyoregon.gov](mailto:peter.troedsson@albanyoregon.gov)

**ARTICLE XIV: FORCE MAJEURE**

Neither CITY nor CONTRACTOR will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

**ARTICLE XV: DISPUTE COSTS**

In the event either party brings action to enforce the terms of this Agreement or to seek damages for its breach or arising out of any dispute concerning the terms and conditions hereby created, the prevailing party will be entitled to an award of its reasonable attorney fees, costs, and

expenses, including expert witness fees, incurred therein, including such costs and fees as may be required on appeal.

#### **ARTICLE XVI: CONFLICT AND SEVERABILITY**

In the event of any inconsistency between the terms of this Agreement and the terms listed in any additional attachments to this Agreement, the terms of this Agreement will control. Any provision of this document found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of the document.

#### **ARTICLE XVII: CONSTRUCTION**

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

#### **ARTICLE XVIII: NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

During the term of this Agreement, CONTRACTOR agrees as follows: CONTRACTOR will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### **ARTICLE XIX: COURT OF JURISDICTION**

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

#### **ARTICLE XX: EFFECTIVE DATE**

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Agreement, then such date is the date of this Agreement.

#### **ARTICLE XXI: ELECTRONIC SIGNATURES**

Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a party with the intent to sign, authenticate or accept such contract or record. Any signature

hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and may not be denied legal effect ORS 84.019.

**CONTRACTOR:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing  
Address \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Social Security No. (if individual)

\_\_\_\_\_  
Unique Entity Identifier (UEI) (federal funds, if applicable)

\_\_\_\_\_  
Type of Disadvantaged Business Enterprise (DBE) or COBID (if applicable)

\_\_\_\_\_  
Tax Identification No. (if incorporated)

*Note: Signatures of two officers are required for a corporation.*

**CITY OF ALBANY, OREGON:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kim Lyddane, Parks & Recreation  
Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
M. Sean Kidd, City Attorney



## **ATTACHMENT B – DEFINITIONS**

The following definitions are used in these contract documents, except where the context otherwise clearly requires.

CITY, OWNER: the City of Albany, Oregon.

CITY'S REPRESENTATIVE or DESIGNEE, or CONTRACT ADMINISTRATOR: the person or persons designated by the City to administer this contract and monitor compliance hereunder.

COBID: Certification Office for Business Inclusion and Diversity.

COMPLETED WORK: all meetings conducted, minutes prepared and approved, exercise completed, after-action reports and improvement reports prepared and approved, and final bill submitted to and received by the City of Albany.

CONTRACT DOCUMENTS: all written documents existing at the time of contract execution and setting forth the obligations of the parties, including the Request for Quotations, Personal Service Agreement, Employee Drug and Alcohol Certification, Employee Background Check Certification, Bidder's Declaration and Understanding, Certification for Corporation or Independent Contractor, Responsibility Certification, Insurance Requirements, Quotation, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in Contract Documents enumerated above.

CONTRACTOR, CONSULTANT, BIDDER, PROPOSER, RESPONDENT, VENDOR, SUPPLIER, FIRM, COMPANY: the person or business that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DBE: Disadvantaged Business Enterprise: include small businesses that are at least 51% owned by Minorities: Blacks, Hispanics, Native Americans, Asian-Pacific Americans and Subcontinent Asian Americans; Women; and Other individuals on a case-by-case basis.

DEI: Diversity, Equity, and Inclusion: diversity is the presence of differences that may include race, gender, religion, sexual orientation, ethnicity, nationality, socioeconomic status, language, (dis)ability, age, religious commitment, or political perspective.

DELIVERABLE: the acceptable product or service as identified in the statement of work; received as requested at the right time, place, quality, quantity, and price. Deliverable must be measurable to determine that all conditions and acceptable performance are met.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM: includes firms that are certified as a DBE from the Certification Office for Business Inclusion and Diversity, or COBID.

FOIA: Freedom of Information Act.

MWESB: Minority-owned, Women-owned, or Emerging Small Business.

OAR: Oregon Administrative Rules.

OHA: Oregon Health Authority.

ORS: Oregon Revised Statutes.

OSHA: Occupational Safety and Health Administration.

PROTECTED CLASS: a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

RESIDENT BIDDER: a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12-calendar months immediately preceding submission of a bid, has a business address in the State of Oregon, and has stated in the bid that the Bidder is a "Resident Bidder" as defined in ORS 279A.120(1).

REQUIREMENTS CONTRACT: a form of indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Contractor, with deliveries to be scheduled by placing orders with the Contractor.

RESPONSIBLE PROPOSER/BIDDER: a person who has submitted an Offer and meets the standards set forth in OAR 137-047-0640 and that has not been debarred or disqualified by the Contracting Agency under OAR 137-047-0575. When used alone, Responsible means meeting the aforementioned standards and is also defined in ORS 279B.110.

RESPONSIVE PROPOSAL/BID: an Offer or Proposal that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

SDS: Safety Data Sheets and includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical.

SPECIFICATIONS: the directions, requirements, explanations, terms, and provisions pertaining to the various features of the work, the manner and method of proposing for the work, the manner and method of performance of the work, and the manner and method of payment all as they appear in the contract documents.

STATEMENT OF TIME: a period of time, unless stated as a number of City business days, will include Saturdays, Sundays, and holidays. The word "day" as used in this ITB document, and any resulting contract awarded as a result of this process, will constitute a calendar day of 24 hours measured from midnight to the next midnight.

STATEMENT OF WORK or SOW: the formal document that defines the entire scope of the work

involved for a Supplier or Contractor and clarifies deliverables, costs, and timeline, and provides direction on the specific services that the Contractor is expected to perform by detailing the work activities and deliverables.

**SUBSTANTIAL COMPLETION:** a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

**UEI:** Unique Entity Identifier; Required of contractors awarded federally funded contracts.

**WORK:** all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

## **LIST OF APPENDICES**

Appendix A – Portable Toilet Location Map